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**REQUEST FOR PROPOSALS (RFP)
NUMBER: 910-0331-22
FOR
CUSTODIAL SERVICES FOR SOLANO COUNTY
LIBRARIES**

RELEASE DATE: March 31, 2022

RESPONSE DUE: May 2, 2022, 5PM, PST

SUBMIT PROPOSAL TO:	RFP COORDINATOR
<p>Solano County digitally via Bonfire E-Procurement Platform Solano County Portal website at https://solanocounty.bonfirehub.com</p>	<p>Nesmith Despabiladeras, Buyer Phone: 707-784-6322 nadespabiladeras@solanocounty.com</p>
<p>Any proposer participating in this solicitation is required to have a vendor application on file with the County. This application may be downloaded from the Solano County website at www.solanocounty.com . Include the application with your proposal. The County will post any changes and information relating to this RFP digitally via Bonfire E-Procurement Platform. Proposers are responsible for frequently checking the Bonfire Platform at https://solanocounty.bonfirehub.com for any changes or information relating to this RFP.</p>	
<p>“Smoking is not permitted in County Buildings or around Solano County campuses. Thank you in advance for your compliance.”</p>	

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1.0. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers.

The County of Solano, Solano County Library, hereinafter referred to as the County, intends to secure one or more contracts for custodial services. Solano County reserves the right to make multiple awards.

2.0. BACKGROUND

Solano County is the nineteenth largest California County as measured by population with a total population of over 450,000. The County has seven incorporated cities: Fairfield (the County seat), Benicia, Vallejo, Vacaville, Suisun, Rio Vista and Dixon with the majority of residents residing within these cities. Solano County's population is growing, particularly in the northern portion of the County.

The Solano County Library was established by the Board of Supervisors in 1914. The County Library serves six (6) of the seven (7) cities in the County: Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo through nine (9) branch libraries. Two (2) branches are located in the City of Fairfield, two (2) in the City of Vacaville, two (2) in the City of Vallejo and one (1) each in Dixon, Suisun City and Rio Vista. Most of the branch libraries have been modernized with a focus on quick, convenient customer service, good collections of books, movies, music and more, nice furnishings, up-to-date technology and are places for people to come, browse, relax, read and discuss the topics of the day.

3.0. SCOPE OF SERVICE/ PROJECT

It is the provider's responsibility to propose a complete Scope of Work that explains in detail the provider's offering. This proposed Scope of Work will be used as the basis for negotiating the final Scope of Work for inclusion in Exhibit A of the Standard Contract, included in Section 11 of this RFP. The Standard Contract also includes Exhibit B, Budget and Payment Provisions, Exhibit C, Terms and Conditions, and Exhibit D, Special Term and Conditions required by the County.

3.1 CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:

General Provisions

1. The Contractor(s) shall furnish all resources such as tools, parts, labor, equipment, cleaning supplies (including but not limited to hot water extractor, spot remover, towels, brushes, brooms, vacuums, dustpans, base board cleaners, extension cords, water hoses, floor machine, bonnets), and any and all equipment necessary to perform custodial cleaning in accordance with the County's standards, method, materials, and conditions as set forth herein.
2. The Contractor(s) shall also furnish all supplies including but not limited to, chemicals, boxed or liquid soap to fit current dispensers (non-allergenic), and paper goods to include paper towels, toilet paper, seat covers, and plastic liners for trash cans. A minimum of one (1) week's supply of all products must always be kept at each branch location.

3. All equipment, tools, and solutions used by the contractor shall be suitable and not harmful to the surfaces which they are applied and shall be approved by the County. The Contractor(s) shall submit to the County Safety Data Sheets (SDS) for all cleaning chemicals used. Chemicals used on location must be non-flammable, biodegradable, and non-corrosive. The Contractor(s) shall repair and restore to its original condition all material or surfaces damaged by his operations at no cost to the County.
4. The County will not be responsible in any way for any damage incurred to the Contractor(s)'s equipment, tools, supplies or personal belongings due to fire, theft, accident, or otherwise.
5. Wastepaper, waste materials, and refuse will be the responsibility of the contractor to remove from the building and must be disposed of, according to appropriate practices for such disposal. The County receptacle can be used, excluding hazardous chemicals. Recycling is not included in this Contract.
6. Contractor(s) shall be responsible for disposing of all wastewater and trash according to environmental health guidelines.
7. Contractor(s) shall move all tables, chairs and other furnishings necessary for proper cleaning and replace them back in proper order when completed.
8. The Contractor(s) must schedule the work so as not to interfere with the activities of the Library operations in the building. See each branch's scope of work for hours of normal Library operations.
9. The Contractor(s) shall have an on-site representative dedicated to Solano County with the authority to contractually bind the Contractor(s) in scope and/or administrative matters which may arise during the contract period. The Contractor(s) shall provide in writing to the Library's contract manager a statement indicating by name the specified authority vested in its "On-Site" representative. The "On-Site" representative must acknowledge receipt of correspondence received from the library (sent via email or phone) within four (4) hours.
10. The Contractor(s) shall maintain a correspondence binder at each branch. This binder will be used to inform the custodial crew of items which require special attention. The binder is to be checked daily. Custodial crew is to acknowledge that the binder was read and the services performed by initialing the entry. The locations of the binders will be given during a walkthrough of each facility.
11. The Contractor(s) shall report to the library branch supervisor any and all damage to the facility discovered during cleaning such as torn or missing carpeting, broken wall or floor plugs, broken windows or broken dispensing units, etc.
12. The Contractor(s) shall be responsible for instructing its employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. The workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be compiled with in all activities under this contract.
13. All persons employed by the Contractor(s) to perform any or all of the specified duties outlined herein shall be the sole responsibility of the Contractor(s). All persons assigned to tasks in or around the library will be required to wear identification (badge, uniform)

identifying them as part of the custodial service. All persons assigned to work in or around the library will conduct themselves in a professional manner. While working there will be no loitering, eating, sleeping, personal visitors, or personal use of the telephone or other County equipment by any person while in the process of their assigned tasks. Food is to be eaten in designated areas only.

14. It is the Intent of the County that the premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of services, cleaning frequencies set forth are meant to be general guidelines and are not to be construed as complete.
15. All flooring shall be maintained to the highest level of cleanliness to promote professional aesthetics, safety and longevity.

3.2 The following describes the location of each library and the scope of work per location:

1. **The Fairfield Cordelia Library** is located at 5050 Business Center Drive, Fairfield, CA 94534. Custodial services are to be provided six (6) days a week.

The areas to be maintained under this Contract include, but are not limited to: front entrance alcove, main reading room, restrooms, meeting room, study rooms, stay and play center, children's reading room, circulation and reference desk areas, staff lounge and kitchen, outside sidewalk areas, hallways, and office areas.

The Library is staffed Monday and Wednesday 8am – 6pm, Tuesday and Thursday 8am – 8pm, Friday and Saturday 8am – 5pm.

FY2019/20 gate count 163,568. Square footage approximately 15,600. Custodial services shall consist of the following:

❖ DAILY CLEANING

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace can liners
- Remove graffiti

HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs

- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

LOUNGES/BREAK ROOMS:

- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Check and restock paper products
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

ENTRANCES AND LOBBIES:

- Sweep or vacuum entry lobby
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs

STUDY/MEETING ROOMS AND STAY AND PLAY CENTER:

- Vacuum and spot clean carpet
- Surface clean tables and chairs
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Clean and polish sink
- Spot clean glass
- Spot clean interior and exterior doors and jambs

OUTSIDE AREAS:

- Sweep and remove debris from back entrance area

❖ WEEKLY CLEANING

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drain

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust furniture and fixture

LOUNGES/BREAK ROOMS:

- Low dust fixtures and furniture
- Spot clean glass, sills, and shelving
- Clean appliances

ENTRANCES AND LOBBIES:

- Low dust
- Spot clean glass, sills, and shelving

STUDY/MEETING ROOMS AND STAY AND PLAY CENTER:

- Low dust

❖ **MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

CONFERENCE, STUDY, AND MEETING ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

Semi-Annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service.

❖ SEMI-ANNUAL CLEANING

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery in main library areas
- Clean exterior windows

❖ ANNUAL CLEANING

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

2. **The Vacaville Cultural Center Library** is located at 1020 Ulatis Drive, Vacaville CA 95687. Custodial services are to be provided seven (7) days a week, including four (4) mid-day cleaning of the bathrooms on Monday, Tuesday, Wednesday, and Thursday.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, meeting rooms, study rooms, computer center, children's reading room, circulation and reference desk areas, staff lounge and kitchen, front and rear entrance areas, hallways, and office areas.

The Library is staffed Monday – Thursday 8am – 8pm, Friday and Saturday 8am – 5pm, and Sunday 12:00pm – 5pm.

FY2019/20 gate count 152,887. Square footage approximately 25,200. Custodial services shall consist of the following:

❖ DAILY CLEANING

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops
- Spot clean interior and exterior doors and jambs

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock all paper and liquid dispenser units
- Remove all waste and replace can liners
- Remove graffiti

HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Sweep and spot mop floors

- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs
- Check and restock paper products at sink in the workroom area

LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Wipe down inside and outside of trashcans
- Remove waste and replace can liners
- Check and restock paper products

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules and foyers
- Sweep and spot mop floors
- Vacuum and spot clean carpets
- Spot clean glass
- Surface clean all tables and chairs
- Spot clean interior and exterior doors and jambs

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Vacuum and spot clean carpet
- Surface clean tables and chairs
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Spot clean glass
- Clean and polish sink
- Spot clean interior and exterior doors and jambs

OUTSIDE AREAS:

- Sweep and remove debris from front entrance area
- Sweep and remove debris from back entrance area
- Sweep and remove debris from dumpster area

❖ WEEKLY CLEANING

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles

- Pour mop water with disinfectant solution into floor drains

HALLWAYS/CORRIDORS:

- Buff/spray buff vinyl tile floors

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Sweep and wet mop floors
- Low dust fixtures and furniture
- Clean appliances and vending machines
- Buff/spray buff vinyl tile floors
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Low dust
- Buff and/or machine scrub floors

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

❖ MONTHLY CLEANING

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean all interior glass

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

Semi-Annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service.

❖ SEMI-ANNUAL CLEANING

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery in the main library areas
- Clean exterior windows

❖ ANNUAL CLEANING

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

3. **The John F. Kennedy Library** located at 505 Santa Clara Street, Vallejo CA, 94590. Custodial services are to be provided seven (7) days a week, including four (4) mid-day cleaning of the bathrooms on Monday, Tuesday, Wednesday, and Thursday.

The areas to be maintained under this contract are as follows, but not limited to: second floor front entrance alcove, main reading room, restrooms, meeting room, computer center, study rooms, children's area, circulation and reference desk areas, staff lounge and kitchen, two stairways, non-public elevator, hallways, and office areas.

The Library is staffed Monday – Thursday 8am – 8pm, Friday and Saturday 8am – 5pm, and Sunday 12:00pm – 5pm.

FY2019/20 gate count 211,379. Square footage approximately 25,000. Custodial services shall consist of the following:

❖ DAILY CLEANING

PUBLIC LIBRARY AREAS:

- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

Staff restrooms on second floor and public restrooms located in the Library area only

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace trash liners
- Remove graffiti

HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains (**third floor**)
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Sweep and spot mop floors
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

STAIRCASES AND LANDINGS:

- Remove debris
- Vacuum or sweep and wet mop steps and landing
- Clean railing

STUDY/ MEETING ROOMS AND COMPUTER CENTER:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables and chairs
- Spot clean glass
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Clean and polish sink
- Spot clean interior and exterior doors and jambs

ELEVATORS: interior only – non-public

- Sweep and spot mop floors
- Clean and polish interior and exterior walls

❖ **WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

HALLWAYS/CORRIDORS:

- Sweep and wet mop floors
- Buff/spray buff vinyl tile floors

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Sweep and wet mop floors
- Low dust fixtures and furniture
- Clean appliances and vending machines
- Buff/spray buff vinyl tile floors
- Spot clean glass, sills, and shelving

STAIRCASES AND LANDINGS:

- Clean walls

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

❖ MONTHLY CLEANING

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

STAIRCASES AND LANDINGS:

- Low dust
- Clean and polish doors push/pull and kick plates

CONFERENCE, STAFF AND MEETING ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

Semi-annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service.

❖ SEMI-ANNUAL CLEANING

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery

❖ ANNUAL CLEANING

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

4. **The Rio Vista Library** located at 44 So. 2nd Street, Rio Vista, CA 94571. Custodial services are to be provided six (6) days a week.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, circulation and reference desk areas, front and rear entrance areas, and office areas.

The Library is staffed Monday and Wednesday 8am – 6pm, Tuesday and Thursday 8am – 8pm, and Friday and Saturday 8am – 5pm.

FY2019/20 gate count: 33,228. Square footage approximately 5,300. Custodial services shall consist of the following:

❖ DAILY CLEANING

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove all waste and replace trash liners
- Remove graffiti

OFFICE/BREAK ROOM/STAFF ROOM:

- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Sweep and spot mop floor
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and porches
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior door jambs

OUTSIDE AREAS:

- Sweep and remove debris from front and rear entrance areas

❖ **WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE/BREAK ROOM/STAFF ROOM:

- Low dust fixtures and furniture
- Clean appliances
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Dust and clean vertical and horizontal surfaces
- Spot clean glass, sills, and shelving

❖ **MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents

- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

OFFICE/BREAK ROOM/STAFF ROOM:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

Semi-annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service.

❖ SEMI-ANNUAL CLEANING

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean upholstery
- Clean carpeted areas using a hot water extractor
- Clean exterior windows

❖ ANNUAL CLEANING

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

5. **The Springstowne Library** located at 1003 Oakwood Ave., Vallejo CA, 94591. Custodial services are to be provided six (6) days a week.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, circulation and reference desk areas, front and rear entrance areas, and office areas.

The Library is staffed Monday and Wednesday 8am – 6pm, Tuesday and Thursday 8am – 8pm, and Friday and Saturday 8am – 5pm.

FY2019/20 gate count 61,664. Approximate square footage 2,700. Custodial services shall consist of the following:

❖ DAILY CLEANING

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving

- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

- Clean and sanitize sink, commode, countertop, and mirror
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove all waste and replace trash liners
- Remove graffiti

OFFICE/BREAK ROOM/STAFF ROOM:

- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and porches
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior door jambs

OUTSIDE AREAS:

- Sweep and remove debris from front and rear entrance areas

❖ **WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE/BREAK ROOM/STAFF ROOM:

- Low dust fixtures and furniture
- Clean appliances
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Dust and clean vertical and horizontal surfaces
- Spot clean glass, sills, and shelving

❖ **MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

OFFICE/BREAK ROOM/STAFF ROOM:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

Semi-annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service.

❖ **SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean upholstery
- Clean carpeted areas using a hot water extractor
- Clean exterior windows

❖ **ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

6. **The Suisun City Library** located at 601 Pintail Drive, Suisun City, CA 94585. Custodial services are to be provided six (6) days a week.

The areas to be maintained under this contract are as follows, but not limited to: front entrance, lobby, main reading room, restrooms, meeting room, computer center, study room, children's reading room, customer service desk area, staff lounge and kitchen, front and back sidewalk areas, hallways, dumpster area, work room, and office areas.

The contractor shall use a hot water extractor that meets or exceeds the carpet manufacturer's specifications. Carpet is:

- Carpet Tile, Shaw 24 X 24, Eternal Youth (ew24,59281) #80335
- Carpet Tile, Shaw 24 X 24, Day Dreamer (ew24,59280) #80335
- Carpet Tile, Shaw 24 X 24, Common Sense/Green w/Envy (ew24, 59279) #80335

The Library is staffed Monday and Wednesday 8:00am – 6pm, Tuesday and Thursday 8am – 8pm, and Friday and Saturday 8:00am – 5pm.

FY2019/20 gate count: 73,182. Approximate square footage: 10,000. Custodial services shall consist of the following:

❖ **DAILY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace trash liners
- Remove graffiti

HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

OFFICE AND WORK ROOM AREAS:

- Vacuum and spot clean carpet
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Check and restock paper products

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and inside porches
- Sweep and spot mop floors
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs

- Spot clean interior and exterior doors and jambs

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Vacuum and spot clean carpet
- Remove waste and replace liners
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior doors and jambs
- Check and restock paper products

OUTSIDE AREAS:

- Sweep and remove debris from front entrance area
- Sweep and remove debris from back entrance area
- Sweep and remove debris from dumpster area

❖ WEEKLY CLEANING

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE AND WORK ROOM AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Wet mop floors
- Low dust fixtures and furniture
- Clean appliances
- Buff/spray buff vinyl tile floors
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Low dust
- Buff and/or machine scrub floors

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

❖ MONTHLY CLEANING

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND WORK ROOM AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass
- Machine scrub tile using water or a PH balanced neutral cleaner

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

Semi-annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service

❖ SEMI-ANNUAL CLEANING

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery
- Clean exterior windows with the exception of the skylight area in the main reading room

❖ ANNUAL CLEANING

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

7. **The Vacaville Town Square Library** located at 1 Town Square Place, Vacaville CA 95688. Custodial services are to be provided six days a week, including two (2) mid-day cleaning of the bathrooms on Tuesday and Thursday.

The areas to be maintained under this contract are as follows, but not limited to: lobby,

front entrance alcove, main reading room, restrooms, meeting rooms, study rooms, computer center, children's reading room, circulation and reference desk areas, staff lounge and kitchen, front and back sidewalk areas, hallways, and office areas.

The Library is staffed Monday and Wednesday 8am – 6pm, Tuesday and Thursday 8am – 8pm, Friday and Saturday 8am – 5pm.

FY2019/20 gate count: 113,235. Approximate square footage: 15,000. Custodial services shall consist of the following:

❖ **DAILY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove waste and replace trash liners
- Remove graffiti

HALLWAYS/CORRIDORS:

- Clean and sanitize water fountains
- Spot clean interior glass
- Spot clean interior and exterior doors and jambs
- Sweep and spot mop floors
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

OFFICE AND OFFICE AREAS:

- Vacuum and spot clean carpet
- Sweep and spot mop floors
- Remove waste and replace trash liners
- Wipe down inside and outside of trashcans
- Spot clean interior and exterior doors and jambs

LOUNGES/BREAK ROOMS:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Check and restock paper products
- Remove waste and replace can liners
- Wipe down inside and outside of trash cans

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and inside porches
- Sweep and spot mop floors
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior doors and jambs

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Sweep and spot mop floors
- Vacuum and spot clean carpet
- Remove waste and replace liners
- Wipe down inside and outside of trashcans
- Clean and polish sink
- Spot clean glass
- Spot clean interior and exterior doors and jambs

OUTSIDE AREAS:

- Sweep and remove debris from front entrance area
- Sweep and remove debris from back entrance area
- Sweep and remove debris from dumpster area

❖ WEEKLY CLEANING

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE AND OFFICE AREAS:

- Spot clean glass, sills, and shelving
- Low dust fixtures and furniture

LOUNGES/BREAK ROOMS:

- Wet mop floors
- Low dust fixtures and furniture
- Clean appliances
- Buff/spray buff vinyl tile floors

ENTRANCES AND LOBBIES:

- Low dust
- Buff and/or machine scrub floors

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Low dust

❖ MONTHLY CLEANING

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

HALLWAYS/CORRIDORS:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

OFFICE AND OFFICE AREAS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates

LOUNGES/BREAK ROOMS:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass
- Machine scrub tile

STUDY/MEETING ROOMS AND COMPUTER CENTER:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

Semi-annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service.

❖ SEMI-ANNUAL CLEANING

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean carpeted areas using a hot water extractor
- Clean upholstery
- Clean exterior windows

❖ ANNUAL CLEANING

- Strip vinyl tile flooring

- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

8. **The Dixon Public Library** located at 230 N 1st Street, Dixon, CA 95620. Custodial services are to be provided six (6) days a week.

The areas to be maintained under this contract are as follows, but not limited to: lobby, front entrance alcove, main reading room, restrooms, circulation and reference desk areas, children's area, front and rear entrance areas, Carnegie area, and office areas.

The Library is staffed Monday and Wednesday 8am – 6pm, Tuesday and Thursday 8am – 8pm, Friday and Saturday 8am – 5pm.

Approximate square footage: 8,000. Custodial services shall consist of the following:

❖ **DAILY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean and sanitize water fountains
- Spot clean interior glass including sills and shelving
- Vacuum and spot clean carpets
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans
- Surface clean tables, chairs, desks, and countertops

RESTROOMS:

- Clean and sanitize sinks, urinals, commodes, counter tops, and mirrors
- Clean and polish sink fixtures
- Sweep and wet mop floors using germicidal disinfectant
- Check and restock paper and liquid dispenser units
- Remove all waste and replace trash liners
- Remove graffiti

OFFICE/BREAK ROOM/STAFF ROOM:

- Vacuum and spot clean carpet
- Surface clean tables, chairs, and countertops
- Clean and polish sink
- Sweep and spot mop floor
- Remove waste and replace can liners
- Wipe down inside and outside of trashcans

ENTRANCES AND LOBBIES:

- Sweep or vacuum vestibules, foyers, and porches
- Sweep and spot clean carpets
- Spot clean glass
- Surface clean tables and chairs
- Spot clean interior and exterior door jambs

OUTSIDE AREAS:

- Sweep and remove debris from front and rear entrance areas

❖ **WEEKLY CLEANING**

PUBLIC LIBRARY AREAS:

- Spot clean walls
- Spot clean furniture
- Polish woodwork

RESTROOMS:

- Clean partitions, hand dryers, dispensing units, and waste receptacles
- Pour mop water with disinfectant solution into floor drains

OFFICE/BREAK ROOM/STAFF ROOM:

- Low dust fixtures and furniture
- Clean appliances
- Spot clean glass, sills, and shelving

ENTRANCES AND LOBBIES:

- Dust and clean vertical and horizontal surfaces
- Spot clean glass, sills, and shelving

❖ **MONTHLY CLEANING**

PUBLIC LIBRARY AREAS:

- Clean wall and ceiling vents
- Clean and polish doors push/pull and kick plates
- Clean interior glass

RESTROOMS:

- Clean ceiling vents
- Machine scrub floors
- Clean and polish bright work

OFFICE/BREAK ROOM/STAFF ROOM:

- Polish woodwork
- Low dust
- Clean and polish doors push/pull and kick plates
- Clean wall and ceiling vents

ENTRANCES AND LOBBIES:

- Low dust
- Clean and polish doors push/pull and kick plates
- Clean interior glass

Semi-annual and Annual services are to be scheduled with the contract manager a minimum of one (1) month in advance of the service.

❖ **SEMI-ANNUAL CLEANING**

ALL AREAS:

- High dust furniture, ceiling, and walls
- Clean upholstery
- Clean carpeted areas using a hot water extractor
- Clean exterior windows

❖ **ANNUAL CLEANING**

- Strip vinyl tile flooring
- Refinish vinyl tile flooring with at least six (6) coats of a high-quality floor finish

4.0. CONTRACT DURATION AND FUNDING AVAILABILITY

The County intends to award one (1) three-year contract to the responsible Proposer whose proposal is determined to be the most responsive to the requirements of this RFP but reserves the right to award multiple Contracts. The term of the resulting Contract(s) will begin on or about July 1, 2022 and terminate on June 30, 2025. Subject to Contractor performance and continued funding, the County reserves the right to extend the Contract(s) for two (2) additional one (1) year terms without a competitive bid process, representing a total Contract term of no more than five (5) years at the sole discretion of the County, provided the County notifies the Contractor(s) in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this Contract will be affected through an amendment to the Contract. If the extension of the Contract(s) necessitates additional funding beyond that which was included in the original Contract(s), the increase in the County’s maximum liability will also be affected through an amendment to the contract and shall be based upon rates provided for in the original Contract(s) and Proposal(s).

The funding or portions of this funding for the contract resulting from this RFP may be contingent upon the State budget; receipt of funds from and/or obligation of funds by the Federal government to the State and from the State to the County; and inclusion of sufficient funding for the services hereunder in the budget approved by the County’s Board of Supervisors for each fiscal year covered by said contract. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, the Contract(s) may be immediately terminated, reduced or modified without penalty.

5.0. SCHEDULE OF EVENTS

March 31, 2022	RFP issued
April 15, 2022	Deadline for Letter of Intent to Propose
April 15, 2022	Questions concerning RFP and project emailed to nadespabiladeras@solanocounty.com or submit digitally via Bonfire E-Procurement platform Solano County Portal at https://solanocounty.bonfirehub.com no later than 5:00 PM PST..
April 20, 2022	Mandatory Pre-Proposal conference and facilities walk-throughs – eight (8) site locations. See section 6.2, h for locations. Starts at 8:30 am John F Kennedy Library. 505 Santa Clara St, Vallejo, CA
April 21, 2022	The County’s response to questions posted on Bonfire E-Procurement Platform website at https://solanocounty.bonfirehub.com
May 2, 2022	An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at https://solanocounty.bonfirehub.com are due no later than 5:00 p.m. Late submittals will not be accepted.

Week of May 2, 2022	If required Interviews and Presentations
May 16, 2022	Notification of selected Contractor(s)
May 2022	Contracting process
July 1, 2022	Services commences

The County reserves the right to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule will be posted on the Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com>. Proposers shall frequently check the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFP.

To subscribe with Bonfire and receive electronic notifications regarding this and other bidding opportunities of the County, visit the free Vendor Registration page at <https://solanocounty.bonfirehub.com> and follow the instructions provided.

6.0. INSTRUCTIONS TO PROPOSERS

6.1 Communications Regarding the RFP

- a. Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other County employees of the procuring County agency may result in disqualification.
- b. All communications should be in writing to the RFP Coordinator. Any oral communications shall be considered unofficial and nonbinding on the County. Written Comments, including questions and requests for clarification, must cite the subject RFP number. The RFP Coordinator must receive these written requests by the deadline specified in the RFP Schedule of Events.

6.2 Proposal

Please prepare your proposal in accordance with the following requirements.

- a. *Proposal.* The proposal (excluding the cover letter, resumes and a copy of the RFP) may not exceed a total of 25 single-sided, 8.5" x 11", numbered pages. A copy of the RFP and resumes must be included in an appendix to the proposal.
- b. *Cover Letter.* The proposal must be submitted with a cover letter describing the Proposer's interest and commitment to the proposed project. The letter must state that the proposal is valid for a ninety (90) day period and include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the selection process. The person authorized by the proposer to negotiate a contract with the County must sign the cover letter.

Address the cover letter as follows:

Solano County General Services Department
Purchasing Services
675 Texas Street Suite 2500

Fairfield, CA 94533
Attention: Nesmith Despabiladeras, RFP Coordinator

- c. *Approach and Management Plan.* This section shall provide the Proposer's proposed approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among contractor staff, County staff and any other parties that may have a significant role in the delivery of this program.
- d. *Qualifications, Experience and References.* The Proposer shall provide three (3) references of government agencies and/or firms for whom they have provided similar services during the last three (3) years. Use Attachment 5 Agency Reference Sheet.
- e. *Additional Relevant Information.* This section invites additional relevant information that may be helpful in the selection process (not to exceed the equivalent of 2 single-sided pages).
- f. *Detailed Documentation of Financial Resources.* The Proposer must provide the following documentation of sufficient financial strength and resources to provide the scope of services as required:
 - i. The Proposer's most recent independent audited financial statements for a fiscal year ended within the last 36 months.
 - ii. In lieu of audited financial statements, the County may accept, on a case by case basis, the following: a current written bank reference, in the form of a standard business letter, indicating that the Proposer's business relationship with the financial institution is in positive standing.
 - iii. Documentation disclosing the amount of cash flows from operating activities for the Proposer's most current operating period. Said documentation must indicate whether the cash flows are positive or negative, and, if the cash flows for the most recent operating period, the documentation must include a detailed explanation of the factors contributing to the negative cash flows.
- g. *County Contract.* Proposers must include a statement of acknowledgment that the proposer has reviewed the County of Solano Standard Contract (EXHIBIT I—Standard Contract, Exhibit C) and has accepted it with or without qualification. If the proposer makes qualifications, those qualifications must be identified and listed along with suggested modifications to the contract. [Note: Exhibits A and B (the scope of work and budget detail and payment provisions) for the contract, will be finalized during the contract negotiation process.] If the proposer makes no qualifications to the Standard Contract, including exhibits, then it shall be deemed that the proposer accepts these items without reservation or any qualifications.
- h. *Mandatory Pre-Proposal Conference and Facilities walk Through.*

A mandatory pre-proposal conference and walk through of facilities for all potential Proposers is scheduled at the Pre-Proposal Conference time and date detailed in the Section 5, Schedule of Events. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and provide an opportunity for them to ask specific questions about the project and to request RFP clarification.

Each vendor may send a maximum of two representatives. In the event a potential proposer is unable to attend the conference, an authorized representative may attend in its behalf. The representative may only sign-in for one (1) potential proposer. Subcontractors may not represent a potential proposer at the conference. The County will not accept any proposal from a proposer or its authorized representative that do not attend the conference.

The conference shall begin at John F Kennedy library, promptly at 8:30 am and will continue to all other locations in the order defined as follows.

- 1) Vallejo John F. Kennedy Library
Second floor meeting room
505 Santa Clara Street
Vallejo, CA 94590
- 2) Vallejo Springstowne Library
1003 Oakwood Avenue
Vallejo, CA 94591
- 3) Fairfield Cordelia Library
5050 Business Center Drive
Fairfield, CA 94533
- 4) Suisun City Library
601 Pintail Drive
Suisun City, CA 94585
- 5) Rio Vista Library
44 South Second Street
Rio Vista, CA 94571
- 6) Vacaville Town Square Library
1 Town Square Place
Vacaville, CA 95688
- 7) Vacaville Cultural Center Library
1020 Ulatis Drive
Vacaville, CA 95687
- 8) Dixon Public Library
230 N 1st Street
Dixon, CA 95620

Failure to attend the entire mandatory pre-proposal conference, including facility walk through of all locations, will disqualify Proposers from submitting a proposal.

- I. Specific questions concerning the RFP should be submitted in writing no later than as indicated in Section 5, Schedule of Events. The response to any question that is given orally at the pre-proposal conference is to be considered tentative and nonbinding on the County.

After the conference, the official response to questions shall be published in writing. This shall ensure accurate, consistent responses to all vendors.

- j. *Location and workspace:* The work under this RFP is to be performed, completed, and managed at eight (8) County Library branches as detailed in the Scope of Service. The County shall provide workspace for the Contractor. All work performed on the County’s premises shall be completed during the defined Library hours.
- k. *Submittal of Proposal.* An electronic submission of Proposals via Bonfire E-Procurement Platform Solano County Portal at <https://solanocounty.bonfirehub.com> are due **no later than the time and date set forth in the Schedule of Events**. Any hard copy submission will be retained in the file unopened and will be considered disqualified. Please register with Bonfire as soon as possible for uninterrupted notification and access to County bid opportunities.
- l. **How to Register with Bonfire E-Procurement Platform:** The County of Solano, Purchasing Services is now partnering with **Bonfire Interactive** to create an electronic procurement portal that will allow you to receive notifications of County business opportunities and submit bids and proposals to Solano County digitally. All proposers who wish to compete for County work, must register with Bonfire Interactive.

7.0. EVALUATION OF PROPOSALS

- a. *Evaluation Committee.* A County Evaluation Committee (CEC) will evaluate all proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.
- b. *Categories.* The evaluation criteria and their respective weights are as follows:

CATEGORIES	MAXIMUM POINTS POSSIBLE
General Qualifications and Experience	40
Proposed staff and approach to provide services	20
References	10
Cost/Budget	30
Total Possible Points	100

- c. *Interviews.* Top ranked Proposers may be invited to attend an interview. The project manager and any key team members should attend the interview. As a result of the interviews, the County reserves the right to re-evaluate firms based upon a force ranking system to determine the best evaluated firm. The determination as to the location, order, and schedule of the interviews is at the sole discretion of the County. The evaluation interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The Proposer must bear all costs incurred to attend.

- d. Best Value. The County will select the Proposal(s) that present(s) the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the Proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple Proposers.

8.0. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of Proposals and final consideration of all pertinent information available, the County will either reject all Proposals or issue a written notice of intent to award the Contract to all proposers submitting a timely proposal. The notice shall identify the apparent best evaluated Proposal(s). The notice shall not create rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated Proposer(s) should be prepared to enter into a Contract with the County which shall be substantially the same as the *Standard Contract* included in Exhibit I to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within 14 days of its delivery to the proposer, the County may cancel the award and award the contract to the next best evaluated proposer.

9.0. PROTEST AND APPEAL

Any actual proposer who wishes to protest the notice of intent to award a contract may submit a protest. The protest must be submitted in writing to the Director of General Services within 7 calendar days after such proposer knows or should have known of the facts giving rise to the protest, but in no event later than 7 calendar days after the date of the notice of intent to award the contract. All letters of protest shall clearly identify the reasons and basis for the protest. The protest must also state the law, rule, regulation, or policy upon which the protest is based. The Director of General Services will issue a written decision within 10 working days after receipt of the protest which shall include the reason for the action taken and the process for appealing the decision. Proposers shall frequently check the County website and the Bonfire E-Procurement Platform Solano County Portal website at <https://solanocounty.bonfirehub.com> for any updates related to this RFP.

10.0. TERMS AND CONDITIONS

- a. The County's Purchasing & Contracting Policy Manual, found at <http://www.solanocounty.com/civicax/filebank/blobdload.aspx?blobid=21595>, is fully incorporated into and made a part of this RFP by this reference and governs this RFP.

- b. RFP Amendment, Cancellation and Right of Rejection.
 - i. The County reserves the unilateral right to amend this RFP in writing at any time by posting the amendment on the County’s website. Proposers are responsible to view the website periodically for any amendments to the RFP. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
 - ii. The County reserves the right, in its sole discretion, to waive variances in proposals provided such action is in the best interest of the County. Where the County waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
- c. Confidentiality. The County will retain a master copy of each response to this RFP, which responses will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law under Government Code section 6250 et seq. Proposers may clearly label part of a submittal as "**CONFIDENTIAL**" if the proposer agrees to indemnify and defend the County for honoring such a designation. The failure to have so labeled any information shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the County, the County will notify the proposer of the request and delay access to the material until 7 working days after notification to the proposer. Within that time delay, it will be the proposer’s duty to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

11.0. ATTACHMENTS AND EXHIBITS

- Attachment 1: Intent to Propose Form
- Attachment 2: Proposal cost sheets
- Attachment 3: Signature Page
- Attachment 4: Question and Answer Form
- Attachment 5: Agency Reference Form
- Attachment 6: Non-Collusion Declaration Form
- Attachment 7: Certification of Compliance
- Attachment 8: Solano County Reservation
- Attachment 9: Drug-Free Workplace Certification
- Attachment 10: Disclosure of Criminal and Civil Proceedings
- Attachment 11: Debarment Certification
- Attachment 12: Solicitation Checklist

- Exhibits I: County Standard Contract
- Exhibit A: Scope of Work
- Exhibit B: Budget Detail and Payment Provisions
- Exhibit C: General Terms and Conditions
- Exhibit D: Special Terms and Conditions

SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES

INTENT TO PROPOSE FORM

Date: _____

Email the following Intent to Respond form to RFP Coordinator on or before April 15, 2022 5:00 P.M.

To: County of Solano Purchasing Services
Attention: _____
Title: _____
Email: _____

From:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

We intent to respond to this solicitation by the specified due date. By signing above, I certify that I am authorized by the Company named above to respond to this request.

RETURN COMPLETED FORM WITH BID RESPONSE

SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES

PROPOSAL COST SHEET
PAGE 1 OF 2

Proposer's Name:

NOTICE TO PROPOSERS:

Bidders shall indicate below the offered price for providing all services proposed and all services as defined in the RFP Section 3 Scope of Service.

Bidders must incorporate all costs for fulfilling all contractual bid requirements, specifications, terms conditions, and all provisions.

Bidder must specifically record below, the exact bid amount in the appropriate space. Said amount must incorporate all costs and sales tax, for the scope of work for the total contract period.

Detail only the bid price as required. Do not detail any other rates, amounts, or information, or any text that could be construed as a qualification of bid cost

If the Bidder's fails to specify the bid cost as required, the County shall determine the bid to be non-responsive and reject it.

Please check your calculations before submitting your Bid. Solano County will not be responsible for miscalculations. Miscalculations may cause your bid to be non-responsive and may be rejected.

Proposers must sign and date the Bid Cost Format Sheet.

Bid Cost and submitted documents associated with this cost shall remain valid for ninety (90) days subsequent to the final deadline for submitting bids and thereafter in accordance with any resulting contract between the Bidder and the County.

Proposer's Signature

Date

RETURN WITH BID RESPONSE

SOLANO COUNTY
 REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
 CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES

PROPOSAL COST SHEET
 PAGE 2 OF 2
 LUMP SUM COSTS PER LOCATON

Proposer's Name _____

Library Location	FY2022/23	FY2023/24	FY2024/25	Total Contract Costs
Vallejo John F. Kennedy Library	\$	\$	\$	\$
Vallejo Springstowne Library	\$	\$	\$	\$
Suisun Library	\$	\$	\$	\$
Rio Vista Library	\$	\$	\$	\$
Fairfield Cordelia Library	\$	\$	\$	\$
Dixon Library	\$	\$	\$	\$
Vacaville Cultural Center Library	\$	\$	\$	\$
Vacaville Town Square Library	\$	\$	\$	\$
Total Contract Costs				\$

Above Proposal Cost and submitted documents associated with this cost shall remain valid for ninety (90) days subsequent to the final deadline for submitting bids and thereafter in accordance with any resulting contract between the Bidder and the County.

IMPORTANT NOTICE: PROPOSER'S COST PER LOCATION SHALL INCLUDE CONSUMABLE JANITORIAL SUPPLIES.

Proposer's Signature _____

Date _____

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

SIGNATURE PAGE

Every submittal must contain a fully executed signature page, supplying all required information, signature, and type name and title of the individual legally authorized to commit the contractor to a binding contract to execute all specifications, provisions, terms and conditions contained herein.

I hereby certify that I have read, acknowledge, understand, and agree to the content(s) of the following notices:

CERTIFICATION – RESPOND TO THE FOLLOWING BY WRITING (YES), (NO) OR (N/A)

Non-Collusion Declaration (Complete form and return with proposal)	
Certification of Compliance	
Reservations	
Disclosure of Criminal and Civil Proceedings	
Documents to be returned	
Other (Please specify):	

SIGNATURE AND ACKNOWLEDGMENT:

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

BY SIGNING THE ABOVE, I CERTIFY THAT I AM AUTHORIZED BY THE COMPANY NAMED ABOVE TO RESPOND TO THIS FORM.

RETURN WITH YOUR PROPOSAL

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

QUESTIONS AND ANSWERS FORM

Any questions regarding this solicitation shall be submitted according to the process outlined below and as specified in the solicitation document. The county’s response to questions will be as specified in the solicitation documents.

1. Submit questions or concerns on the form provided.
2. State your question(s) in the table and reference the section of the solicitation (if applicable).
3. Submit the form (**Microsoft word only**) via email to solicitation coordinator by email at nadespabiladeras@solanocounty.com or submit digitally via Bonfire E-procurement platform Solano County Portal. Please contact the coordinator with any questions regarding this process, preferably via email.
4. Please use page 2 of 2 for more questions:

QUESTIONS AND ANSWER

NO.	REFERENCE SECTION OF SOLICITATION	QUESTIONS / COMMENTS	COUNTY RESPONSE (FOR COUNTY USE ONLY)

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

AGENCY REFERENCE FORM

Supply Three (3) References of Government Agencies and/or Firms for whom Bidder has provided similar Services during the last three (3) years:

LIST OF REFERENCES

1. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service:	
Dates(S) When Service Provided	
2. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Email Address:	
Description of Service	
Dates(S) When Service Provided	
3. Agency or Firm Name:	
Business Address:	
Contact Person:	
Telephone:	
Description Of Service	
Dates(S) When Service Provided	

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

RETURN WITH YOUR PROPOSAL

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed by:

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 3.

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

CERTIFICATION OF COMPLIANCE

CERTIFICATION:

The bidder does hereby make certification and assurance of the Proposer's compliance with:

- a) The laws of the County of Solano:
<http://www.codepublishing.com/CA/SolanoCounty/>
- b) Title VI of the federal Civil Rights Act of 1964:
<https://www.justice.gov/crt/fcs/TitleVI-Overview>
- c) Title IX of the federal Education Amendments Act of 1972:
<https://www.justice.gov/crt/title-ix-education-amendments-1972>
- d) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government:
<https://www.justice.gov/jmd/hr-order-doj12001-part-4-equal-employment-opportunity>
- e) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government:
<https://www.ada.gov/pubs/adastatute08.htm>
- f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,
- g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
- h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this SOLICITATION.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 3.

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

SOLANO COUNTY RESERVATIONS

COUNTY OF SOLANO HEREBY RESERVES THE FOLLOWING RIGHTS:

The County of Solano reserves the right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County, and not necessarily to the lowest Contractor. The intended bid award will be determined to be the most professionally and technically able to render services and perform associated work in support of the department to fulfill all contract requirements.

Right of Rejection

1. The County reserves the right to reject any and all bids, or to cancel this SOLICITATION in part or in its entirety.
2. The County reserves the right to waive any variances in proposals provided such action is in the best interest of the County.
3. The County reserves the right to amend this SOLICITATION at any time. The County also reserves the right to cancel or reissue the SOLICITATION at its sole discretion.
4. Any bid received which does not meet the requirements of this SOLICITATION, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this SOLICITATION.
5. To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.
6. To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.
7. To reject any and all proposals considered not to be in the best interest of the County.
8. To waive any and all minor irregularities in bids.
9. To reduce or increase any specification, in whole or in part due to changes in budget allocations.

READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 3.

SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES

DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY / ORGANIZATION NAME

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

- 1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited...
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b)...
(a) The dangers of drug abuse in the workplace;
(b) The person's or organization's policy of maintaining a drug-free workplace;
(c) Any available counseling, rehabilitation and employee assistance programs;
and
(d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
(a) Will receive a copy of the company's drug-free policy statement; and
(b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

FEDERAL TAX I.D. NUMBER

SIGNATURE AND ACKNOWLEDGMENT

Table with fields: Company/Firm Name, Address, Zip, Contact Name, Email, Phone, Fax, Signature

COMPLETE AND RETURN WITH YOUR PROPOSAL

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

PROPOSING FIRM'S DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

Describe all ongoing and past civil and criminal proceedings within the last 10 years. Indicate the status of current proceeding and the outcome of closed or completed actions. Also, describe, if any, how the outcome of actions impacted company business operations.

Note: if no civil and criminal proceedings within the last 10 years, indicate here and return this attachment with your proposal.



READ AND ACKNOWLEDGE ON THE SIGNATURE PAGE, ATTACHMENT 3.

SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES

DEBARMENT CERTIFICATION

I, _____, by submitting a bid/offer/proposal/quote to the County of Solano, under penalty of perjury, hereby certify that the Prospective Contractor and/or its officers, directors, and employees:

- (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program;
- (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and
- (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in contractor being excluded from participation in federally funded programs.

This representation shall be an ongoing representation during the term of any contract awarded to the Prospective Contractor. If awarded a contract, Prospective Contractor hereby commits to immediately notify the County of any change in the status of the representations set forth in this Form.

Prospective Contractor authorizes the County to independently verify its suspension and debarment status.

Prospective Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution or administrative sanctions.

I certify that I am authorized by the company named above to respond to this request.

SIGNATURE AND ACKNOWLEDGMENT:

COMPANY / FIRM NAME		
ADDRESS (INCLUDING ZIP)		
CONTACT PERSON:		
EMAIL AND WEBSITE		
PHONE		SIGNATURE:

COMPLETE AND RETURN WITH BID DOCUMENT

**SOLANO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: 910-0331-22
CUSTODIAL SERVICES FOR SOLANO COUNTY LIBRARIES**

CHECK LIST

This Checklist is not comprehensive. it is the proposer’s responsibility to ensure compliance with all requirements of this solicitation.	indicate by initialing
Cover letter submitted in letterhead, contain signature, address and validity period	
Table of contents not exceed 1 page	
Organization overview not to exceed 2 pages	
Proposal formatted as per solicitation requirement	
Proposal number of page does not exceed the limit	
All attachments required by this Solicitation, are included	
All exhibits required by this Solicitation, are included	
A complete package of technical proposal as required is provided	
A complete cost proposal contains budget and budget narrative (as required)	
Amendment documents if exist, is/are included	
Any other documents if attached (specify)	
If any, were objections to the County contract submitted on Exhibit I during the period for questions and comments, as detailed in the Solicitation Schedule of Events. The County reserves the right to reject any qualifications or objections to the contract if included in proposer’s submittal, if not identified and submitted to the county on Exhibit I. the county responded to Exhibit I inquiries via an amendment to this solicitation document	

SIGNATURE AND ACKNOWLEDGMENT

Company/Firm Name			
Address		Zip:	
Contact Name			
Email		Phone	
Fax		Signature	

COUNTY STANDARD CONTRACT

The *Standard* contract (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Standard Contract on Next Page]

This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

BUSINESS FORM

The Term of this Contract is:

The maximum amount of this Contract is:

\$

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provision
- Exhibit C – General Terms and Conditions
- Exhibit D – Special Terms and Conditions

This Contract is made on _____, 2018.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME:	AUTHORIZED SIGNATURE _____
SIGNATURE:	TITLE _____
PRINTED NAME AND TITLE _____	ADDRESS _____ CITY STATE ZIP CODE
ADDRESS _____ CITY STATE ZIP CODE	Approved as to Content: _____ DEPARTMENT HEAD OR DESIGNEE Approved as to Form: _____ COUNTY COUNSEL

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 01/22/18

SCOPE OF WORK

[Actual scope of work to be negotiated upon contract award.]

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

The County offers direct deposit for invoice payment. To enroll in the program, copy and paste the following hyper-link into your internet browser.

[http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_\(ach\).asp](http://www.solanocounty.com/depts/auditor/electronic_payment_to_vendor_(ach).asp)

GENERAL TERMS AND CONDITIONS**1. CLOSING OUT**

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of

applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

- | | | |
|--|---|---|
| (1) General Liability:
(Including operations,
products and completed
operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|----------------------|--------------------|---|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration |
|----------------------|--------------------|---|

of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract.

- (2) Professional Liability: **\$2,000,000** combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract.

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the

care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Anti-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph.

Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds

are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of any protected class; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services nor has been previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.

SPECIAL TERMS AND CONDITIONS

[Additional special terms and conditions to be negotiated upon contract award]

1. DRUG FREE WORKPLACE

Contractor shall execute the form attached as Exhibit " D-1 " .

SOLANO COUNTY
DRUG-FREE WORKPLACE CERTIFICATION

(rev-09/01/94)

COMPANY/ORGANIZATION NAME

The contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug-free workplace;
 - (c) Any available counseling, rehabilitation and employee assistance programs; and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement; and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

CERTIFICATION

I, the official named below, swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Contractor or Grant Recipient Signature

Date

Official's Name (type or print)

Title

Federal Tax I.D. Number